

## Safeguard Self Directed Solo 401(k) Application

Congratulations on your decision to engage Solera Plan Services, LLC dba Safeguard Advisors as your self-directed retirement plan advisors. We look forward to helping you unlock your retirement plan and start investing as you choose.

### The First Step

Following are documents required to begin the process of establishing your self-directed Solo 401(k) Plan. *Please fill out and return these forms immediately.*

Secure Upload: [www.ira123.com/secure-upload](http://www.ira123.com/secure-upload)

Fax: 888-456-5303

Mail/Courier: Safeguard Advisors  
319 S. Sheridan Blvd.  
Lakewood, CO 80226

### Our Process

You can expect the following processes in the next few weeks:

- We will prepare and email IRS form SS-4 used to obtain a tax ID for the Solo 401(k) plan.
- Once we have that form back from you, we typically have plan documents produced and ready to ship within 3 business days. We ship via USPS Priority Mail.
- We will assist with bank account setup for your plan at Solera National Bank.
- Once you have opened the trust bank account, you can initiate a rollover from a current IRA or 401(k) to your new Solo 401(k).

The plan documents provide instructions for the banking and rollover processes.

Typically, a plan can be funded in 2 to 3 weeks. The entire process should take no longer than 30 days... as long as your current plan administrator(s) are prompt in releasing funds for rollover.



## Self-Directed Solo 401(k) Invoice

SAFEGUARD SERVICES	QUANTITY	AMOUNT
Safeguard Checkbook Solo 401(k)	1	\$950.00
<b>Total</b>		<b>\$950.00</b>

Discount Code: \_\_\_\_\_(if provided with your proposal)

### Setup Payment Option

Pay in full                      Default option

2-Payment Plan                \$300 deposit by credit card, balance due 30 days from plan delivery

### Payment Method

Initial Payment by Check – Please submit application via mail/courier

A credit card is required - will apply to Plan Document Subscription and as security for 2-Payment plan

Card Type:                      Visa                                      M/C                                      Amex                                      Discover

Cardholder Name: \_\_\_\_\_

Card#: \_\_\_\_\_

Expiration Date: \_\_\_\_\_ Security Code: \_\_\_\_\_

Signature: \_\_\_\_\_

Billing Address (If different from primary address on application questionnaire):

*Fees for establishing and maintaining the 401(k) plan may be considered an expense of the sponsoring employer, reimbursed after setup from plan participant funds, or split between the employer and participant(s).*

*By signing above, I authorize Solera Plan Services, LLC dba Safeguard Advisors to bill my credit card for payment of the above invoice. If I have elected the payment plan, I authorize payment 30 days from plan delivery for the remaining balance if alternate payment has not been provided by that date.*

*The card provided above may also be used for payment of the annual Plan Document Subscription in the amount of \$125/year billed in the anniversary month of initial plan delivery. (You will be provided with an option to designate an alternate card in the future).*

## Safeguard Advisors Solo 401(k) Terms of Service

By signing this document below, Client engages Solera Plan Services, LLC dba Safeguard Advisors (Safeguard) to implement a Solo 401(k) plan and agrees to the following terms of service:

**CONSULTING SERVICES:** Safeguard agrees to perform the following services necessary to implement and support the Solo 401(k) plan established per this agreement.

- Provision of complete and compliant Solo 401(k) plan documents
- Assistance with the establishment of a plan-held bank or brokerage account
- Assistance with the rollover of existing retirement plan funds into the solo 401(k) plan
- Future consulting guidance with respect to general plan administrative requirements
- Future consulting guidance with respect to IRS rules surrounding disqualified persons, prohibited transactions, and potential tax exposure stemming from Unrelated Debt-Financed Income(UDFI) or Unrelated Business Taxable Income (UBTI)

**LIMITATION OF SCOPE:** Safeguard is not acting as trustee, administrator, or fiduciary to Client's Solo 401(k) Plan. Safeguard services do not include the provision of tax, legal, or investment advice. Safeguard does not perform tax return preparation or other tax filings. Safeguard does not provide representation of client in any proceedings before any state or federal court, agency, or board.

**CLIENT RESPONSIBILITY:** Because this is a "self-directed" investment strategy, Client acknowledges and agrees to maintain plan investments and administration within all applicable IRS regulations and will hold Safeguard harmless for decisions and actions taken by Client.

**CLIENT REPRESENTATIONS:** Client represents that he or she has provided, and that Safeguard may rely on, complete and accurate information regarding Client's business that shall be designated as the sponsoring employer and Client's eligibility to establish and operate a Solo 401(k) plan.

**CLIENT REPRESENTATION OF QUALIFICATION:** Client understands the following qualification requirements and represents he or she is eligible to establish a Solo 401(k) plan:

- Client operates a for-profit business creating earned income in the form of self-employment income or W-2 wages
- There are no non-owner employees of the business over the age of 21 who work more than 1,000 hours per year
- There are no non-owner employees of the business over the age of 21 who will work more than 500 hours in any one year for 2 or more consecutive years
- Client and Client's spouse, if married, have no controlling interest in any other businesses with plan-eligible employees

**CLIENT ACKNOWLEDGEMENT OF ADMINISTRATIVE RESPONSIBILITY:** Client understands that the operation of a Solo 401(k) plan comes with administrative responsibilities. Client acknowledges such responsibility for plan administration as outlined in the *Plan Administrator's Guide*, including but not limited to:

- Retaining plan records and making such records available to other participants of the plan.
- Filing form 5500-EZ on behalf of the plan as required if the plan value exceeds \$250,000 at any point during a tax year, or in the event of plan termination
- Filing form 1099-R and any associated forms in the event of issuing a distribution to a plan participant or beneficiary
- Maintaining the plan document as required with plan amendments and/or restatements. (See *Plan Document Subscription Agreement* below)
- Providing notification to Safeguard Advisors and any relevant plan vendors of changes to the email or physical address associated with the plan.
- Performing periodic assessment of the plan to ensure that continued operation is in compliance with the tax code; including the continuation of self-employment activities and a lack of plan-eligible

## Safeguard Advisors Solo 401(k) Terms of Service

employees in this or any other business Client or Client's spouse, if married, may control.

- Engaging Safeguard Advisors or suitable counsel to assist with the formal termination of the plan should plan qualification status cease to exist or if a decision to terminate is made.

**PLAN DOCUMENT SUBSCRIPTION AGREEMENT:** Client acknowledges that the Solo 401(k) plan document must be amended and restated from time to time as required by law. Failure to adopt amendments and restatements per statutory deadlines can result in administrative penalties and/or plan disqualification.

Client engages Safeguard to provide such amendments on a subscription basis with a fee of \$125 per year starting one year after initial plan delivery. Client agrees that Safeguard may charge the credit card provided for initial services, or an alternate card provided by Client in the future, annually in the anniversary month of original Solo 401(k) plan delivery.

Client may cancel this subscription at any time by written notice. Client understands that by cancelling, Safeguard will not provide any further amendments and that it will be Client's responsibility to keep the plan document in compliance from that point forward.

Client understands that failure to pay for the subscription agreement within 90 days after any renewal payment is due shall be considered an election to terminate this subscription.

**LIMIT OF LIABILITY:** It is agreed that Safeguard's responsibility for damages, or claims of damage, regardless of the form of action, shall not exceed the total amount paid for the services invoiced. This shall be the exclusive remedy. Either party may bring no action, regardless of form, arising out of the services under this agreement, more than one year after the date of the last service provided under this agreement.

**30-DAY TERMINATION:** Within 30 calendar days from execution of this agreement, client may elect to terminate this agreement and receive a refund less a \$300 processing fee. If plan documents have been delivered, physical documents shall be returned to Safeguard prior to any refund. Any request for refund must be submitted in writing. After said 30 days, no refund shall be available.

**DISPUTE:** Any dispute related to services provided shall be settled by arbitration in Jefferson County, Colorado according to the rules of the American Arbitration Association. Arbitration is final and binding on the parties. The parties are waiving their right to seek remedies in court, including the right to a jury trial.

**APPLICABLE LAW:** The laws and jurisdiction of the state of Colorado shall govern any and all matters of dispute between Safeguard and Client.

**CLIENT PRIVACY:** Safeguard agrees to protect and not disclose to third parties not directly associated with the services rendered under this agreement any personal or private information. However, this clause does not pertain to government agencies or law enforcement agencies.

**DIGITAL COMMUNICATIONS:** Client agrees to transact business using electronic communications and to receive notices and disclosures via electronic means.

**MISCELLANEOUS:** This document sets forth the entire agreement between the parties. This Agreement shall be binding upon all successors and assigns of the parties hereto. This Agreement is severable, and if any provision herein shall be deemed invalid, all other valid provisions shall remain in force.

---

Printed Name

---

Signature

---

Date

# Safeguard Solo 401(k) Formation Questionnaire

Please tell us about yourself and the business that will be sponsoring the Solo 401(k) Plan

## Contact Information

Primary Trustee / Participant

---

Phone

---

Email

---

Primary / Tax Address  
(No PO Boxes)

---

---

Shipping Address  
(Optional)

---

---

## Business Information

Business Name

- *Your Name if Sole Proprietor*

---

Business Entity Type

Sole Proprietor

LLC

Partnership / LLP

S - Corporation

C - Corporation

Other: \_\_\_\_\_

Last 4 Digits of Employer EIN

---

Prior Retirement Plans  
In This Business

401(k) or Similar Plan

SEP IRA

SIMPLE IRA

# Safeguard Solo 401(k) Formation Questionnaire

## Alternate Trustee & Participant Options *(at least one alternate trustee is recommended)*

Co-Trustee

---

OPTIONAL: A co-trustee has equal discretionary power to administer the plan as the primary trustee. If your spouse is actively engaged with the plan, either administratively and/or as a plan participant, they should be a co-trustee.

Successor Trustee

---

A Successor Trustee will assume the powers of a trustee if the trustee dies or is incapacitated. It is recommended that you appoint a successor trustee to administer the wind-down of the plan. This may be a spouse (if they are not a co-trustee), child, or other trusted individual.

Additional Participant

---

OPTIONAL: A spouse or business partner who is employed by and compensated by the business can have a separate savings account within the plan.

## Representations and Acknowledgements

I represent that I am self-employed and have no qualifying full-time, or long-term part-time employees as described in the Safeguard Solo 401(k) Terms of Service.

I authorize Solera Plan Services, LLC dba Safeguard Advisors to act as a 3rd party designee on my behalf to apply for and receive an EIN for this 401(k) plan from the IRS, and to answer questions about completion of form SS-4.

I subscribe to the Plan Document Maintenance service as outlined in the Safeguard Solo 401(k) Terms of Service. I authorize Safeguard to bill the credit card provided for the annual subscription amount of \$125 in the anniversary month of plan delivery.

I have read and agree to the Safeguard Solo 401(k) Terms of Service.